

## CIVIL COVER SHEET

## APPENDIX H

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

VINCENT AND MARJORIE LASORA

(b) County of Residence of First Listed Plaintiff Montgomery  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Matthew B. Weisberg, Esquire  
Prochniak Poet & Weisberg, P.C.  
7 South Morton Avenue  
Morton, PA 19070

## DEFENDANTS

AMERIQUEST MORTGAGE COMPANY AND BLS FUNDING CORP

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Sandhya M. Feltes, Esquire (See Attached)  
Kaplin Stewart  
910 Harvest Drive, Blue Bell, PA 19422

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | PTF                                     | DEF                                   | PTF  | DEF  |
|---|---------------------------------------|--|--|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 Foreign Nation  | <input type="checkbox"/> 6 <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	
		<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

## V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☒ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 USC 1635

Brief description of cause:

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

3/2/06

SIGNATURE OF ATTORNEY OF RECORD

Sandhya M. Feltes

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

## APPENDIX I

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Vincent and Marjorie Lasorsa

v.

Ameriquest Mortgage Company and

~~BLS Funding Corporation~~

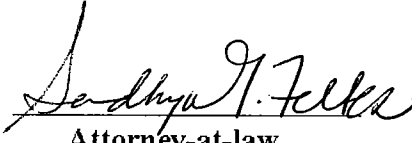
In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

CIVIL ACTION

NO.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

<u>3/2/06</u> Date	 Attorney-at-law	<del>Ameriquest Mortgage Company</del> Attorney for
<u>610-941-2561</u> Telephone	<u>610-684-2011</u> FAX Number	<u>sfeltes@kaplaw.com</u> E-Mail Address

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 1334 Limekiln Pike, Dresher, PA

Address of Defendant: 1100 Town and Country Road, Orange, CA

Place of Accident, Incident or Transaction: Montgomery County

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R. Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes ☐ No ☒

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes ☐ No ☒

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases  
(Please specify)

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☒ All other Diversity Cases  
(Please specify)

TILA, Negligence

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, Sadhya N. Feltes, counsel of record do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☒ Relief other than monetary damages is sought.

DATE: 3/2/06

Sadhya N. Feltes  
Attorney-at-Law

58751  
Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 3/2/06

Sadhya N. Feltes

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

VINCENT AND MARJORIE LASORSA	:	CIVIL ACTION
INDIVIDUALLY AND AS H/W	:	No.
1334 Limekiln Pike	:	
Dresher, PA 19025	:	
	:	
Plaintiffs	:	
	:	
v.	:	
	:	
AMERIQUEST MORTGAGE COMPANY	:	
1100 Town and Country Road	:	
Orange, CA 92868	:	
and	:	
BLS FUNDING CORP.	:	
125 Jerico Turnpike	:	
Jerico, N.Y. 11753	:	
Defendants	:	

**NOTICE OF REMOVAL**

Defendants, Ameriquest Mortgage Company and BLS Funding Corp., by and through their counsel, hereby remove this action pursuant to 28 U.S.C. §§ 1332(a) and 1441 from the Court of Common Pleas of Montgomery County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania, for the following reasons:

1. Plaintiffs, Vincent and Marjorie Lasorsa, commenced this action by Complaint filed on February 3, 2006, in the Court of Common Pleas, Montgomery County, Pennsylvania, No. 06-02581 (hereinafter the "State Court Action"). A true and correct copy of the Complaint is attached hereto as Exhibit "A".

2. The Complaint is the initial pleading received by Defendants setting forth the claims for relief upon which Plaintiffs' action is based. *See* 28 U.S.C. §1446(b).

3. The Complaint was served upon Defendants by mail on February 9, 2006.

4. The Complaint constitutes all records and proceedings to date in the State Court Action.

5. As set forth in detail below, this matter may be removed to this Court because there is diversity jurisdiction under 28 U.S.C. §1441(b).

6. Plaintiffs are an adult individuals residing in Dresher, Pennsylvania, and are citizens of the Commonwealth of Pennsylvania. *See* Complaint at paragraph 1.

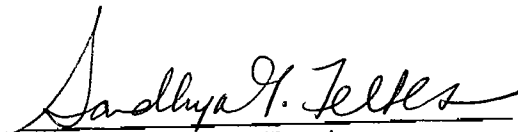
7. Defendant, Ameriquest Mortgage Company (“Ameriquest”), is a Delaware corporation with its principal place of business in Orange, California. *See* Complaint at paragraph 2.

8. Defendant, BLS Funding Corp. is a New York corporation with its principal place of business in Jericho, New York. *See* Complaint at paragraph 3.

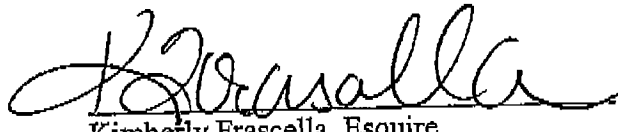
9. Accordingly, none of the named defendants are citizens of the Commonwealth of Pennsylvania.

10. The Complaint seeks recovery of damages in excess of \$75,000.00. Plaintiffs seek recovery of compensatory and consequential damages, plus interest, counsel fees, costs, and punitive damages. *See* Complaint at Counts I through IX. Further, Plaintiffs seek recovery of damages under 73 P.S. §201-9.2, including recovery of three times the actual damages suffered by Plaintiffs (which Plaintiffs aver to be in excess of \$50,000.00). *See* Complaint. Plaintiffs also seek to have their loan (with an original principal amount of \$483,000) to be declared unenforceable. Thus, the amount in controversy well exceeds \$75,000.00.

11. Because diversity of citizenship exists between the parties and the amount in controversy exceeds the jurisdictional amount of \$75,000.00, this Court has original jurisdiction of this action pursuant to 28 U.S.C. § 1332(a). Accordingly, this matter may be removed to this Court pursuant to 28 U.S.C. § 1441(b).



Sandhya M. Feltes, Esquire  
KAPLIN STEWART  
Union Meeting Corporate Center  
910 Harvest Drive  
Blue Bell, PA 19422  
610-941-2561  
610-684-2011 (fax)  
*Attorney for Defendant,  
Ameriquest Mortgage Company*



Kimberly Frascella, Esquire  
MARKS, O'NEILL, O'BRIEN &  
COURTNEY  
1880 JFK BLVD., Suite 1200  
Philadelphia, PA 19103  
215-564-6688  
215-564-2526  
*Attorney for Defendant,  
BLS Funding Corp.*

## **EXHIBIT A**

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

Lasorsa, Vincent, et al

VS.

NO. 06-02581

America West, et al

OFFICE OF THE  
PROTHONOTARY  
MONTGOMERY COUNTY, PA.  
FEB -3 AM 9:03**CIVIL COVER SHEET**

Local Rule 205.2(b) requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

<b><u>Commencement of Action: (check one)</u></b> <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdiction <input type="checkbox"/> Declaration of Taking		<b><u>Amount in Controversy:</u></b> <input type="checkbox"/> \$50,000 or less <input checked="" type="checkbox"/> More than \$50,000
<b><u>Case Type and Code (check the most specific classification ONLY):</u></b>		
<b><u>Appeals</u></b> <input type="checkbox"/> DJ – Money Judgment <input type="checkbox"/> DJ – Landlord/Tenant <input type="checkbox"/> Drivers License Suspension <input type="checkbox"/> Vehicle Registration Suspension <input type="checkbox"/> Local Agency <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Zoning/Land Use	<b><u>Real Property</u></b> <input type="checkbox"/> Ejectment <input type="checkbox"/> Quiet Title <input type="checkbox"/> Mechanics Lien <input type="checkbox"/> Mortgage Foreclosure <input type="checkbox"/> Partition <input type="checkbox"/> Replevin <input checked="" type="checkbox"/> Other	<b><u>Negligence</u></b> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Asbestos <input type="checkbox"/> Other Toxic Tort <input type="checkbox"/> Other
<b><u>Contract</u></b> <input type="checkbox"/> Construction <input type="checkbox"/> Employment <input type="checkbox"/> Other	<b><u>Professional Liability</u></b> <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Other	<b><u>Miscellaneous</u></b> <input type="checkbox"/> Appointment of Arbitrator <input type="checkbox"/> Class Action <input type="checkbox"/> Confession of Judgment <input type="checkbox"/> Debt Collection <input type="checkbox"/> Eminent Domain <input type="checkbox"/> Name Change <input type="checkbox"/> Wrongful Death
<b><u>Intentional Tort</u></b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Libel/Slander <input type="checkbox"/> Fraud <input type="checkbox"/> Other	<b><u>Equitable Relief</u></b> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Other	
<b><u>Other</u></b> : _____ (specify)		



PROCHNIAK, POET & WEISBERG  
ATTORNEYS AT LAW  
Attorney I.D. No. 85570  
7 SOTUH MORTON AVENUE  
MORTON, PA 19070  
(610) 690-0801

Attorney for Plaintiffs

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IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

VINCENT AND MAJORIE LASORA ,	:	
INDIVIDUALLY AND AS H/W	:	
1334 LIMEKILIN PIKE	:	Jury Trial Demanded
DRESHER, PA 19025	:	
PLAINTIFF'S,	:	
VS.	:	
AMERIQUEST MORTGAGE CO.	:	
1100 TOWN AND COUNTRY ROAD	:	
ORANGE, CA 92868	:	
and	:	
BLS FUNDING CORP.	:	
125 JERICO TURNPIKE	:	
JERICO, NY 11753	:	
DEFENDANT'S	:	

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE  
MONTGOMERY COUNTY BAR ASSOCIATION  
100 WEST AIRY STREET (REAR)  
NORRISTOWN, PA 19401  
(610) 279-9660, EXTENSION 201

PROCHNIAK, POET & WEISBERG, P.C.  
7 SOUTH MORTON AVENUE  
MORTON, PA 19070  
ATTORNEY ID: 85570  
610-690-0801

THIS IS A MAJOR JURY  
MATTER. ASSESSMENT OF  
DAMAGES REQUIRED

VINCENT AND MARJORIE LASORSA, :  
INDIVIDUALLY AND AS H/W :  
1334 LIMEKILN PIKE :  
DRESHER, PA 19025 :  
Plaintiffs, :

COURT OF COMMON PLEAS  
MONTGOMERY COUNTY

No.: 06-02581

v. :

AMERIQUEST MORTGAGE CO. :  
1100 TOWN AND COUNTRY ROAD. :  
ORANGE, CA 92868 :

and :  
BLS FUNDING CORP. :  
125 JERICO TURNPIKE :  
JERICHO, NY 11753 :  
Defendants. :

Jury of Twelve (12) Jurors Demanded

OFFICE OF THE  
PROTHONOTARY  
MONTGOMERY COUNTY, PA.  
06 FEB -3 AM 9:03

**CIVIL ACTION COMPLAINT**

1. Plaintiffs, Vincent and Marjorie LaSorsa, are individuals and husband and wife, at all times material hereto principally residing at the above-captioned address (hereinafter "Premises").

2. Defendant, Ameriquest Mortgage Co ("Ameriquest"), is a corporation duly existing under and by virtue of the laws of the State of California, doing business in Montgomery County, Pennsylvania, and maintaining a principal place of business at the above-captioned address with agents authorized to receive service of process at that address.

3. Defendant, BLS Funding Corp. ("BLS"), is a corporation duly existing under and by virtue of the laws of the State of New York, doing business in Montgomery

County, Pennsylvania, and maintaining a principal place of business at the above-captioned address with agents authorized to receive service of process at that address..

4. At all times material, Defendants acted as individuals and/or by and through their agents, officers, directors, servants, workmen, and employees, who were acting within the authorized scope and course of their employment and/or agency for Defendants.

5. At all times material, Defendant, Ameriquest, acted as Plaintiffs' mortgage lender, and Defendant, BLS, acted as Plaintiffs' mortgage broker, each acting as individuals and/or agents, representatives and/or alter egos of each other.

6. At all times material, Plaintiffs were borrowers and/or mortgagees, allegedly subject and/or parties to a mortgage and note ("loan documents") dated August 28, 2002 ("closing date"). (see attached Exhibit "A").

7. Prior to the closing date, Plaintiffs advised Defendant, BLS, that Plaintiffs intended to refinance the subject loan within approximately six ("6") months after the closing date and objected to any pre-payment penalty which could otherwise cause Plaintiffs to incur an unnecessary and cost prohibitive penalty.

8. In response to Plaintiffs' above objection, Defendant, BLS, intentionally and fraudulently materially misrepresented to Plaintiffs that the aforesaid pre-payment penalty would be waived by Defendant, Ameriquest, same would be reflected in the subject loan documents at the closing date, and Plaintiffs should proceed to sign said loan documents at that time.

9. At the closing and in detrimental reliance upon Defendant, BLS'

intentional and fraudulent material misrepresentations, the loan documents were executed by Plaintiffs.

10. As previously indicated to Defendant, BLS, approximately six (6) months thereafter the closing date, Plaintiffs contacted Defendant, BLS, with a view to refinancing the subject loan only to be advised by said defendant that plaintiffs were effectively prevented from doing so due to the aforesaid disguised and hidden two (2) year prepayment penalty.

11. Upon further inspection of the documents surrounding the subject brokerage and loan, Plaintiffs discovered that the signatures affixed to Defendant, BLS' brokerage fee agreement(s) (in the possession of Defendants) appear to be forged by either or both of Defendants, as are the Good Faith Estimate(s) of closing costs.

12. At all times material, Defendants conspired to act and/or acted individually as Predatory Lenders, intentionally and knowingly with reckless disregard for the rights and otherwise vulnerable position of Plaintiffs to Plaintiffs detriment and injury and Plaintiffs enrichment.

**COUNT I**  
**NEGLIGENCE**

13. Paragraphs 1-12 above are incorporated by reference as if fully set forth at length herein.

14. As a direct result of Defendants intentional, negligent, careless, and/or reckless misconduct, Defendants were inappropriately enriched to Plaintiffs' detriment, damage and injury, all of which may be permanent, ongoing and/or an aggravation of a pre-existing condition(s), including, but not limited to, Plaintiffs':

- a. financial injury, including unnecessarily high interest rates, closing costs, brokerage fee(s), and such other and further injury directly and/or consequentially resulting from same;
- b. humiliation, embarrassment, emotional distress, inconvenience and annoyance;
- c. attorneys fees, expenses and costs;
- d. damage to credit-worthiness and credit score;
- e. bankruptcy and the direct and/or consequences of same, including attorneys fees, expenses and costs; and
- f. such other and further injury as may be revealed throughout continuing discovery and/or at trial.

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), plus such other and further relief as this Honorable Court deems necessary and just.

**COUNT II**  
**TILA**

15. Paragraphs 1-14 above are incorporated by reference as if fully set forth at length herein.

16. At all times material, Defendants, in the ordinary course of business, extended and/or arranged for the extension of consumer credit and/or offered to extend or arrange for the extension of such credit.

17. The aforesaid loan was a residential mortgage loan subject to Plaintiffs' right of rescission as described by 15 U.S.C. §1635 and 12 C.F.R. §226.23.

18. In said loan transaction, Plaintiffs did not receive the disclosures required

by the Truth-In-Lending Act ("TILA"), 15 U.S.C. §1601, et. seq. and Regulation Z of the Federal Reserve Board ("Regulation Z"), 12 C.F.R §226.1 et seq., including, but not limited to, notice pursuant to the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. §1639(a) ("HOEPA").

19. Defendants failed to deliver all "material" disclosures required by TILA and Regulation Z, including, *inter alia*:

- (a) Failing to properly and accurately disclose the "amount financed," as described in and in violation of Regulation Z §226.18(b) and 15 U.S.C. §1638(a)(2)(A);
- (b) Failing to clearly and accurately disclose the "finance charge" as described in and in violation of Regulation Z §226.4 and 15 U.S.C. §1638(a)(3);
- (c) Failing to clearly and accurately disclose the "annual percentage rate" as described in and in violation of Regular Z §226.18(e) and 15 U.S.C. §1638(a)(4);
- (d) Failing to comply with the special disclosure requirements of Regulation Z §226.32; and
- (e) Failing to timely provide each Plaintiff with two (2) copies of a Notice of his/her Rights to Rescind the Transaction pursuant to TILA and/or HOEPA.

20. Due to the violations of TILA and Regulation Z, Plaintiffs have an ongoing right to rescind the transaction until receipt of all "material" disclosures pursuant to TILA and Regulation Z.

21. Defendants have previously rescinded the loan greater than twenty days prior to the filing of this complaint, and Defendants have taken no action to rescind the loan in contravention of their responsibilities under TILA.

22. To the extent this court may find that Plaintiffs have not already rescinded

the loan, Plaintiffs do hereby exercise their right to rescind same and this Complaint shall hereby constitute Plaintiffs' Notice of Rescission pursuant to TILA, 15 U.S.C. §1601, et seq., to which Defendants have twenty (20) days to respond.

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), such other and further relief as this Honorable Court deems necessary and just, and to Order the following relief:

- a. Rescission of the August 28, 2002 loan, including a declaration that Plaintiffs are not liable for any finance charges or other charges imposed by Defendants;
- b. Termination of any security interest in Plaintiffs' property which may have been created under the loan;
- c. Return of any money or property given by the Plaintiffs to anyone, including the Defendants, in connection with the transaction;
- d. Statutory damages;
- e. Forfeiture and return of loan proceeds;
- f. Actual damages in an amount to be determined at trial;
- g. Attorneys fees and expenses, and costs of suit; and
  - i. Actual damages;
  - ii. Treble damages;
  - iii. Attorneys fees and expenses, and costs of suit; and
  - iv. Punitive Damages.

**COUNT III**  
**HOME OWNERSHIP AND EQUITY PROTECTION ACT OF 1994 ("HOEPA")**

23. Paragraphs 1-22 above are incorporated by reference as if fully set forth at length herein.

24. The August 28, 2002, loan was a high rate mortgage within the meaning of 15 U.S.C. §1602(aa)(1)(B), in that the total points and fees Defendants charged Plaintiffs, in addition to interest, exceeded eight percent of the total loan amount or in that the APR trigger pursuant to HOEPA was met with respect to the transaction.

25. Because the transaction met the statutory definition of a

high rate mortgage, it was subject to the additional disclosure requirements imposed by the TILA amendments contained in the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. §1639(a).

26. The aforesaid additional disclosures must be provided three days in advance of the consummation of the transaction pursuant to 15 U.S.C. §1639(b).

27. Defendants did not comply with their statutory requirements.

28. Defendants' failure to provide Plaintiff with an accurate and timely HOPEA disclosure, as required by law, constitutes a "material" disclosure violation, TILA, 15 U.S.C. §1602(u)(as amended), Regulation Z §226.23 (as amended).

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), such other and further relief as this Honorable Court deems necessary and just, and to Order the following relief:

- a. Rescission of the August 28, 2002 loan, including a declaration that Plaintiffs are not liable for any finance charges or other charges imposed by Defendants;
- b. Termination of any security interest in Plaintiffs' property which may have been created under the loan;
- c. Return of any money or property given by the Plaintiffs to anyone, including the Defendants, in connection with the transaction;
- d. Statutory damages;
- e. Forfeiture and return of loan proceeds;
- f. Actual damages in an amount to be determined at trial;
- g. Attorneys fees and expenses, and costs of suit; and
  - i. Actual damages;
  - ii. Treble damages;
  - iii. Attorneys fees and expenses, and costs of suit; and
  - iv. Punitive Damages.

**COUNT IV**  
**RESPA**



29. Paragraphs 1-28 above are incorporated by reference as if fully set forth at length herein.

30. At all times material, Plaintiffs made written requests and complaints to defendants.

31. The aforesaid requests constitute "Qualified Written Requests" pursuant to the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. §2601, et seq.

32. Defendants, however, failed to respond in accordance with RESPA.

33. Further, Defendants failed to provide Plaintiffs with an appropriate written explanation or clarification as to why the Defendants believe the account to be accurate as determined by Defendants.

34. Defendants also failed to provide Plaintiffs with the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the Plaintiff as required by RESPA.

35. More than sixty (60) days have elapsed since Defendants' receipt of Plaintiffs' Qualified Written Request and Defendants failed to take appropriate action with respect to Plaintiffs' inquiry in accordance with 12 U.S.C. §2605(e)(2).

36. Plaintiffs have been damaged by the unlawful conduct and material misrepresentations of the defendants and by the negligence of the defendants.

37. Defendants' improper conduct was willful, knowing, wonton and in reckless disregard to the rights of Plaintiffs.

38. At all times material, Defendants were and/or remain creditors within the meaning of the 15 U.S.C. §1601, et seq. and therefore 12 U.S.C. §2601, et seq. applies and requires the Defendants to comply with its loan servicing provisions.

39. The transaction in this case were “federally related mortgage loans” within the meaning of RESPA.

40. By and through their aforesaid actions, Defendants violated are liable to Plaintiffs under RESPA.

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), such other and further relief as this Honorable Court deems necessary and just, and to Order the following relief:

- a. Rescission of the August 28, 2002 loan, including a declaration that Plaintiffs are not liable for any finance charges or other charges imposed by Defendants;
- b. Termination of any security interest in Plaintiffs’ property which may have been created under the loan;
- c. Return of any money or property given by the Plaintiffs to anyone, including the Defendants, in connection with the transaction;
- d. Statutory damages;
- e. Forfeiture and return of loan proceeds;
- f. Actual damages in an amount to be determined at trial;
- g. Attorneys fees and expenses, and costs of suit; and
  - i. Actual damages;
  - ii. Treble damages;
  - iii. Attorneys fees and expenses, and costs of suit; and
  - iv. Punitive Damages.

**COUNT V**  
**EQUAL CREDIT OPPORTUNITY ACT (“ECOA”)**

41. Paragraphs 1-40 above are incorporated by reference as if fully set forth at length herein.

42. Plaintiffs made an application for credit and Defendants made a counter-offer to their completed credit application, offering to lend them more money than they sought and/or offering to lend on different terms than those sought by Plaintiffs.

43. Defendant did not notify Plaintiffs of their counter-offer or reasons for denying their credit application prior to the loan closing, in violation of 15 U.S.C. §1694(e).

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), such other and further relief as this Honorable Court deems necessary and just, and to Order the following relief:

- a. Rescission of the August 28, 2002 loan, including a declaration that Plaintiffs are not liable for any finance charges or other charges imposed by Defendants;
- b. Termination of any security interest in Plaintiffs' property which may have been created under the loan;
- c. Return of any money or property given by the Plaintiffs to anyone, including the Defendants, in connection with the transaction;
- d. Statutory damages;
- e. Forfeiture and return of loan proceeds;
- f. Actual damages in an amount to be determined at trial;
- g. Attorneys fees and expenses, and costs of suit; and
  - i. Actual damages;
  - ii. Treble damages;
  - iii. Attorneys fees and expenses, and costs of suit; and
  - iv. Punitive Damages.

**COUNT VI**  
**FRAUD**

44. Paragraphs 1-43 above are incorporated by reference as if fully set forth at length herein.

45. Defendants intentionally misrepresented and/or omitted material facts to Plaintiffs, including the aforesaid (incorporated herein by reference) and as more further described as following, but not limited to: (a) that the loan was beneficial to Plaintiffs, when it was not; (b) that their fees were usual and customary, when they were not; (c)

that their fees were a part of the finance charge and/or amount financed, when they were not; (d) that their loans were conventional and fixed, when they were not; and (d) that certain amounts were due and owing, when they were not.

46. The aforesaid intentional misrepresentations and/or omissions were made in an attempt to procure pecuniary gain from a security interest in Plaintiffs' home and monetary consideration from the Plaintiffs and/or otherwise from the proceeds of the loan.

47. As the intended result of the aforesaid fraud, Plaintiffs reasonably relied upon said misrepresentations and/or omissions to their detriment.

48. As the direct and proximate results of the said fraud, Plaintiffs have sustained the aforesaid damages (incorporated by reference).

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), such other and further relief as this Honorable Court deems necessary and just, and to Order the following relief:

- a. Rescission of the August 28, 2002 loan, including a declaration that Plaintiffs are not liable for any finance charges or other charges imposed by Defendants;
- b. Termination of any security interest in Plaintiffs' property which may have been created under the loan;
- c. Return of any money or property given by the Plaintiffs to anyone, including the Defendants, in connection with the transaction;
- d. Statutory damages;
- e. Forfeiture and return of loan proceeds;
- f. Actual damages in an amount to be determined at trial;
- g. Attorneys fees and expenses, and costs of suit; and
  - i. Actual damages;
  - ii. Treble damages;
  - iii. Attorneys fees and expenses, and costs of suit; and
  - iv. Punitive Damages.

**COUNT VII**  
**BREACH OF CONTRACT**

49. Paragraphs 1-48 above are incorporated by reference as if fully set forth at length herein.

50. At all times material, Plaintiffs and Defendants were parties to the aforesaid express contract(s) (incorporated by reference) and/or contract(s) implied at law.

51. By and through their aforesaid actions, Defendants breached their express and/or implied contractual duties.

52. As a direct and proximate result of the said breach of contract, Plaintiffs have sustained damages (incorporated by reference).

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), such other and further relief as this Honorable Court deems necessary and just, and to Order the following relief:

- a. Rescission of the August 28, 2002 loan, including a declaration that Plaintiffs are not liable for any finance charges or other charges imposed by Defendants;
- b. Termination of any security interest in Plaintiffs' property which may have been created under the loan;
- c. Return of any money or property given by the Plaintiffs to anyone, including the Defendants, in connection with the transaction;
- d. Forfeiture and return of loan proceeds;
- e. Actual damages in an amount to be determined at trial; and
- f. Attorneys fees and expenses, and costs of suit;

**COUNT VIII**  
**VIOLATIONS OF PENNSYLVANIA FAIR CREDIT EXTENSION**  
**UNIFORMITY ACT ("FCEUA")**

53. Paragraphs 1-52 above are incorporated by reference as if fully set forth at

length herein.

54. Defendants sent communications to Plaintiffs in an attempt to collect the mortgage debt

55. The collection of a debt in Pennsylvania is regulated by the Fair Credit Extension Uniformity Act ("FCEUA"), 73 Pa. C.S. §2270.1 et seq., and the Unfair Trade Practices and Consumer Protection Law ("UTPCPL"), 73 Pa.C.S. 201-1, et seq.

56. Defendants are "debt collectors" or "creditors" pursuant to 73 Pa.C.S. §2270.3.

57. The alleged debt Defendants were attempting to collect is a "debt" as defined by 73 Pa.C.S. §2270.3.

58. Violations of the FCEUA are a per se violation of the UTPCPL.

59. After the failure of Defendants to rescind the loans, Plaintiffs did not owe any further amounts to Defendants.

60. To the extent Plaintiffs did owe any further amounts, the amounts alleged to be due and owing by Defendants were false.

61. The aforesaid actions of Defendants constitute unfair methods of competition and/or unfair and deceptive acts and practices with in the meaning of the FCEUA and UTPCPL, and by and through the following actions, *inter alia*:

- a. Using unfair and unconscionable collection methods;
- b. Giving a false impression of the character, amount or legal status of the alleged debt;
- c. Using false and deceptive collection methods;
- d. Making threats and/or taking illegal action; and

- e. Otherwise using false, deceptive, misleading, and unfair and unconscionable means to collect and/or attempt to collect a debt

62. Defendants actions described above were done with intentional, willful, reckless, wonton and negligent disregard for Plaintiffs' rights under the law and with the purpose of coercing plaintiff to pay the alleged debt.

63. As a direct and proximate results of the said actions, Plaintiffs have suffered financial harm and ascertainable loss (incorporated by reference).

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), such other and further relief as this Honorable Court deems necessary and just, and to Order the following relief pursuant:

- a. Rescission of the August 28, 2002 loan, including a declaration that Plaintiffs are not liable for any finance charges or other charges imposed by Defendants;
- b. Termination of any security interest in Plaintiffs' property which may have been created under the loan;
- c. Return of any money or property given by the Plaintiffs to anyone, including the Defendants, in connection with the transaction;
- d. Statutory damages;
- e. Forfeiture and return of loan proceeds;
- f. Actual damages in an amount to be determined at trial;
- g. Attorneys fees and expenses, and costs of suit; and
  - i. Actual damages;
  - ii. Treble damages;
  - iii. Attorneys fees and expenses, and costs of suit; and
  - iv. Punitive Damages.

**COUNT VIII**  
**VIOLATIONS OF PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**  
**("UTCPL")**

64. Paragraphs 1-63 are incorporated by reference as if fully set forth at length

herein.

65. Plaintiffs and Defendants are "Person[s]" as defined by 73 Pa.C.S. §201-2.

66. The UTPCPL proscribes, *inter alia*, engaging in any "unfair and deceptive acts or practices" either at, prior to, or subsequent to a consumer transaction.

67. The actions of Defendants, as aforesaid (incorporated by reference), constitute unfair or deceptive acts and practices under UTPCPL, additionally including, but not limited to the following, *inter alia*:

- a. Defendants misrepresented to Plaintiffs the character, extent, or amount of the debt or its status in a legal proceeding, 73 P.S. §201-3.1; 37 Pa. Code §303.3(3);
- b. Defendants engaged in fraudulent or deceptive conduct which created a likelihood of confusion or of misunderstanding, 73 P.S. §201-2(xxi);
- c. Defendants imposed credit costs expressly prohibited by Federal and Pennsylvania law, and failed to comply with TILA, HOEPA, RESPA, ECOA and the FCEUA which are per se violations of the UTPCPL;
- d. Defendants misrepresented to Plaintiffs that the loan would be beneficial when in fact it was not; and Defendants knew it was not, 79 P.S. §202-1(v); and
- e. Defendants misrepresented the characteristics or benefits of the loan.

68. As a direct and proximate result so the said actions, Plaintiffs have suffered harm (incorporated by reference).

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000), such other and further relief as this Honorable Court deems necessary and just, and to Order the following relief:



- a. Rescission of the August 28, 2002 loan, including a declaration that Plaintiffs are not liable for any finance charges or other charges imposed by Defendants;
- b. Termination of any security interest in Plaintiffs' property which may have been created under the loan;
- c. Return of any money or property given by the Plaintiffs to anyone, including the Defendants, in connection with the transaction;
- d. Statutory damages;
- e. Forfeiture and return of loan proceeds;
- f. Actual damages in an amount to be determined at trial;
- g. Attorneys fees and expenses, and costs of suit; and
  - i. Actual damages;
  - ii. Treble damages;
  - iii. Attorneys fees and expenses, and costs of suit; and
  - iv. Punitive Damages.

#### **COUNT IX – PUNITIVE DAMAGES**

69. Plaintiffs incorporate by reference paragraphs 1 through 68 above as if fully set forth at length herein.

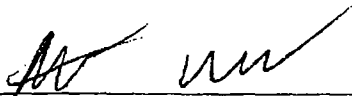
70. The actions and misconduct set forth above of Defendants were extreme and outrageous and done intentionally and/or recklessly and/or maliciously by said Defendants against Plaintiffs

71. Said actions and misconduct were done with bad motives and in wanton, willful and reckless disregard for the rights of Plaintiffs.

72. Plaintiffs herewith aver that Punitive Damages are warranted by the aforesaid conduct and actions and as a result of the aforementioned conduct, which is herewith incorporated by reference.

**WHEREFORE**, Plaintiffs request this Honorable Court enter judgment in their favor and against Defendants, individually, jointly and severally, in an amount in excess of one million dollars (\$1,000,000.00), and such other and further relief as this Honorable

Court deems necessary and just.



  

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MATTHEW B. WEISBERG, ESQUIRE  
Attorney for Plaintiffs

**VERIFICATION**

The facts contained in the foregoing are true based upon the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, signer has been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but signer has knowledge or information sufficient to form a belief that one of them is true. The language of this pleading is that of counsel and not of signer. This verification is made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

   
\_\_\_\_\_  
Signature

Matthew Weisberg  
\_\_\_\_\_  
Print name

Counsel  
\_\_\_\_\_  
TITLE

Date: 1/17/06

**CERTIFICATE OF SERVICE**

I hereby certify that on March 2, 2006 a true and correct copy of the foregoing Notice of Removal was caused to be served on this date upon the following via first-class mail as follows:

Matthew B. Weisberg  
Prochniak Poet & Weisberg, P.C.  
7 South Morton Avenue  
Morton, PA 19070

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Sandhya M. Feltes", written over a horizontal line.

Sandhya M. Feltes, Esquire

**KAPLIN STEWART**

350 Sentry Parkway, Building 640

P.O. Box 3037

Blue Bell, PA 19422

610-941-2561

610-825-7076 (fax)

*Attorney for Defendants*